

Settlement Terms Sheet – February 27, 2025

Markel Insurance Company (“MIC”), Angela Woodward, Jerry Woodward, Kyle Woodward, Kara Woodward, Trinity Teen Solutions, Inc., and Dally-Up, LLC (“Defendants”) and named Plaintiffs Carlie Sherman and Amanda Nash individually and on behalf of all members of the certified class in this matter (“Plaintiffs”) (collectively referred to as the Parties) agree to the following settlement terms:

1. The settlement amount and terms are subject to the requirements of Fed.R.Civ.P Rule 23 and approval by the District of Wyoming.
2. MIC will pay the amount of \$2,300,000 within 30 days after receipt of a fully executed settlement agreement among the Parties.
3. Plaintiffs will dismiss with prejudice all claims that have been asserted or could have been asserted arising out of the facts and circumstances of the lawsuit captioned *Sherman, et al v Trinity Teen Solutions, Inc.*, Civil Action No. 2:20-cv-00215-SWS, United States District Court for the District of Wyoming (“the Lawsuit”)
4. MIC will dismiss with prejudice its claims filed in the lawsuit captioned *Markel Ins. Co. v. Trinity Teen Solutions, et. al.*, Civil Action No. 24-cv-00181, United States District Court for the District of Wyoming (the “Declaratory Judgment Action”), and Plaintiffs will dismiss with prejudice all Counterclaims in the Declaratory judgment Action.
5. In consideration of the settlement payment and other promises, each Party agrees to release the others and their representatives from any and all claims, duties, causes of action, demands, obligations, liabilities, rights, damages, attorneys fees, costs or expenses of any kind that arise in any way out of, relate to, or are in connection with the Lawsuit or the Declaratory Judgment Action.
6. Defendants deny liability under the Trafficking Victims Protection Act or the Trafficking Victims Protection Reauthorization Act and any other law.
7. Plaintiffs shall not make any disparaging statements, verbal or written, about Releasees. Plaintiffs will not post or otherwise caused to be posted or published on any social media sites, public services review sites, or virtual communities, such as Facebook, Instagram, LinkedIn, Twitter, YouTube, TikTok, WhatsApp, Yelp, or blogs prior to the execution of this Agreement. “Disparagement” means remarks, comments, or statements are those that tend to impugn the character, physical or mental condition, honesty, integrity, morality, business acumen, or abilities of the individual or entity being disparaged. Nothing in this paragraph prevents the Plaintiffs from making true statements about their experiences.
8. Each party is to bear their own fees and costs.

9. All Parties will work in good faith to draft a Release and Settlement Agreement, which all Parties must sign.
10. The signatories below represent and warrant that they have the authority to agree to sign this Terms sheet on behalf of the Party for whom they are signing and to bind such Party. Signatures may be in counterparts.

MARKEL INSURANCE COMPANY

By: _____
_____ (print name)

ANGELA WOODWARD

By: _____
_____ (print name)

JERRY WOODWARD

By: _____
_____ (print name)

KYLE WOODWARD

By: _____
_____ (print name)

KARA WOODWARD

By: _____
_____ (print name)

CARLIE SHERMAN

By: _____

_____ (print name)

AMANDA NASH

By: _____

_____ (print name)